

AARIF RASHEED | BARRISTER

Applicable: 1st September 2017 onwards

AUCKLAND DEFENCE CHAMBERS — Client Engagement Letter

Thank you for contacting us. We will be pleased to consider acting for you in your matter. **Below we set out some material:**

- a Information for clients which lawyers are required by the Rules of Conduct and Client Care for Lawyers to provide; and
- b Our standard terms of engagement.

Services to be provided

The following is a summary of the legal services we expect to be providing to you:

1) Advise you and/or represent you on your matters

Fees

AUCKLAND DEFENCE CHAMBERS — SENIOR BARRISTER

The basis on which our fees will be calculated is:

Senior lawyer (10 yrs+ experience) \$160 per half-hour

Responsibility for Services

The name/status of people in our firm who will have the general carriage of or overall responsibility for, the services we provide for you, are below.

We look forward to being of service.



Aarif Rasheed | Senior Barrister

Service Terms

1. The services we are to provide for you are outlined in our engagement letter.
2. Financial
 1. Fees:
 2. Our fees for attendances will be charged on an hourly, half-daily or daily-rate basis, as agreed in the Engagement Letter. GST will then be charged on all fees as required by law.
 3. Generally, fees charged reflect the time spent on a matter, calculated at the agreed rate, and adjusted where appropriate to reflect other factors such as, for example, the specialised knowledge, skills or responsibility required, the amounts involved, the importance of the matter, urgency and/or the results achieved.
 4. However, if the Engagement Letter specifies a fixed fee, we will charge this for the agreed scope of my services. Work which falls outside that scope will be charged on my hourly rate basis as set out in the Engagement Letter. We will advise you as soon as reasonably practicable if it becomes necessary for me to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
 5. The time spent by us on your behalf for which you will be charged will include:
 - A. Personal and telephone attendances upon you.
 - B. Correspondence with you including electronic communications.
 - C. Attendances with lawyers acting for the other party/parties.
 - D. Considering the law and facts of your case.
 - E. Reading and considering incoming letters, papers and documents in your case. o Preparation of papers for Court.
 - F. Necessary correspondence with third parties. o Instructing enquiry agents and experts.
 - G. Attending Court on your behalf.
 - H. Time spent on travelling.
 - I. I will provide a fee estimate if you request one, but any estimate will be given as a guide only and not as a fixed quotation. If required, you can be informed periodically as to the level of fees incurred, or when fees reach a specified level.
 6. The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
 7. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be

charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

8. Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.
9. Disbursements and expenses: In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
3. GST (if any): is payable by you on our fees and charges.
4. Invoices: we will send interim invoices to you, usually bi-monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when a significant event or amount is completed or involved.
5. Payment: Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us. We may require a late fee to be paid on any amount which is more than 7 days overdue. There will usually be no fee if the amount is paid within 14 days.
6. Security if you have instructed us through a Solicitor: we may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. You authorise us:
 1. to debit against amounts pre-paid by you;
 2. to deduct from any funds held on your behalf in our trust account;
 3. any fees, expenses or disbursements for which we have provided an invoice;
7. Security if you have not instructed us through a Solicitor: if you have instructed us directly, then no such security may be held by us in advance, and this clause will therefore not apply.
8. Third Parties: although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

9. Confidentiality: we will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:
 1. to the extent necessary or desirable to enable us to carry out your instructions; or
 2. to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
10. Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.
11. We will of course, not disclose to you confidential information which we have in relation to any other client.
12. Termination
 1. You may terminate our retainer at any time.
 2. We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
 3. If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.
13. Retention of files and documents: you authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.
14. Conflicts of Interest
 1. We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
 2. You are entitled to question any perceived conflict at any time.
15. Duty of Care: our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.
16. Trust Account: your fees will be held by the instructing solicitor in this case: KiwiLawyers of Auckland, unless you are instructing us directly, as follows:
17. Appointment by Direct Instruction
 1. This means that you wish to instruct us directly, without an instructing solicitor. This means we will not hold any funds as security and therefore we will not take a "deposit" or "retainer" from you. This also means we cannot undertake certain types of work, including transactional matters, and I cannot act as a general agent or attorney.

2. If you wish to directly instruct us, there may be advantages of convenience and cost for you. However, we reserve the right to require you to engage an Instructing Solicitor if we believe it is in your interests to do so. The requirement is to ensure your best interests are met in all cases.

18. General

1. These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them personally to you.
2. We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
3. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.
4. By confirming you have read and agreed to our terms you have agreed for us to undertake your case on this basis. You may further be asked to sign and return these terms to us by e-mail, in which case you should sign hereunder and include your name and the details of the client if you are instructing us on their behalf.

I hereby agree to the above conditions and the ethical standards set out hereunder. I confirm I have full authority to instruct a lawyer on behalf of the person mentioned below.

Signed by client or instructing agent:

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NAME of client: _____

Name of agent: _____

DATE:

Our Ethical Standards

1 *Fee transparency:* the basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement. If we deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice, you are entitled to know.

2 *Professional Indemnity Insurance:*

- Particulars of our professional indemnity insurance are as follows:
- We do not hold professional indemnity insurance.

3 *Lawyers' Fidelity Fund:* The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

4 *Complaints:* We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to Chris Wilkinson-Smith on 021 243 3178 or via email: chris@defence.co.nz

Independent complaint: the NZ Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint

5 *Persons Responsible for the Work:*

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

6 *Client Care and Service:*

The following are essential standards of ethical conduct for our lawyers:

Whatever legal services your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Give you clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work being done and advise you when it is completed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

7 *Limitations on extent of our Obligations or Liability:*

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.

Our lawyers aim to exceed high ethical standards. If you have a questions, please discuss it with us. We are only pleased to reflect on any matter that you seek to clarify or question — which, after all, is the basis of legal practice!

We look forward to serving you.

AARIF RASHEED

L.LB, B.SC NZLS, ADLS, NZCBA, NZBA, AAMINZ

AUCKLAND DEFENCE CHAMBERS